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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

Abstract Notification dated 2nd July 1938.

The attention of the public is invited to the detailed notifications for the sale of the following items published on pages 1113 to 1120, Part VI of the *Mysore English Gazette*, and pages 74 to 76 of the *Kannada Gazette*, dated 7th July 1938.

Items	Date of sale	Place of sale
1. Sale of Fuel Coupes	25—7—1938	District Forest Office, Seshadri Road, Bangalore.
2. Sale of Grass	26—7—1938	Do do
3. Sale of Thupra leaves	26—7—1938	Do do
4. Sale of Honge leaves and seeds ..	26—7—1938	Do do
5. Sale of Lime Kankar	26—7—1938	Do do

H. S. RANGACHAR,
District Forest Officer.

KOLAR DISTRICT.

Abstract Notification dated 25th June 1938.

The attention of the public is invited to the detailed notification calling for tenders for purchasing the lease for 1938-40 of the Seethapal produce in the several Taluks of the District published on pages 1077-1078, Part VI of the *Mysore Gazette*, dated 30th June 1938.

SALE OF FUEL COUPES.

Abstract Notification dated 21st June 1938.

The attention of the public is invited to the detailed notification of the sale of fuel coupes in several State Forests of the Kolar District, published on pages 1078-1081, Part VI of the *Mysore Gazette*, dated 30th June 1938.

H. V. RANGASWAMIENGAR,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 7th July 1938.

It is hereby notified for general information that the right to cut and remove fuel and charcoal for the year 1938-39 in the undermentioned coupes of the State Forests of the Kunigal Range in the Tumkur District, will be sold by public auction by the District Forest Officer, Tumkur District, on 27th July 1938 at Huliyurdurga Range Forest Office, subject to the following conditions:—

The sale will commence at 2 P.M. and will be subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests in Mysore, as the case may be.

Range.	Name of Forest	Coupe No. and year	Area of coupe in acres	Approximate quantity per acre	Date and place of sale
Kunigal	Huliyurdurga	XII 1937–38	45	8 Cart-loads	27–7–1938, Huliyurdurga Range Office.
	Do	XIII 1938–39	90	do	
	Ippudi	VI 1938–39	90	do	
	Handalkuppe	VI 1938–39	90	do	
	Kemplapura	XIX 1938–39	40	do	
	Ullalebetta	II 1938–39	50	do	
	Palace Honnamachenahalli Kaval.	IV 1938–39	83	do	

N.B.—Arrear coupes, the number and areas of which will be announced at the time of sale, will also be sold in auction along with the above.

1. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi sale rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount, less deposit already paid, with Local, Railway and Education Cesses on the full sale amount, failing which the coupe will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

2. Defaulters to the Department will not be allowed to bid at the sale.

3. All fuel-yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe or by acre.

4. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

5. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell the fuel trees purchased by him by the end of December 1938 and complete all removal by the end of January 1939 provided that the District Forest Officer, may at his discretion grant an extension of time in May and June 1939 after the fall of rains.

No fellings, burnings and removals should be done in the months of February, March, April and May.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe by the coppice method, doing both fellings and coppicing in one operation in such a way that the outer edge of stumps touches the ground and is not split or jammed and that the top of the stump is not more than six inches above the ground, leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths, that are coming up within a radius of six feet from sandal trees and saplings.

(*c*) That he shall stack fuel in the opens near fellings or the place appointed by the Range Officer and leave timber poles and logs dressed at the stumps till inspected and passed by the Range Officer and that each consignment of fuel, charcoal or timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf and not by private chits or passport under any circumstances.

(*d*) That if any tree, shrub or growth reserved by the Department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the Department as regards the kindlings of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel or timber paid for but left unremoved in any of the coupes, after the 30th June 1939 unless extension of time beyond 30th June 1939 is given.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the out-turn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall re-sell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

B. MADHAVA RAO,
District Forest Officer.

MYSORE DISTRICT.

Notification dated the 25th June 1938.

It is hereby notified for general information that the Security Deposit amounts of the following Savings Bank Account Pass Book holders are remaining undisbursed in the accounts of this office from a very long time.

2. Claimants, if any, are requested to appear in person and establish their claims to the satisfaction of the undersigned within three months from the date of publication of this notice failing which the amounts will lapse to Government.

Serial No.	Name	Designation	Pass Book No.	Amount	Name of the Treasury
				Rs. a. p.	
1	T. M. Masilamani Pillay	Forester (deceased)	1149	127 15 11	Nanjangud
2	M. Seshagiri Rao ..	Do ..	1004	1 14 11	Do
3	Chickkananjappa ..	Late License Vendor	206	6 6 2	Heggaddevankote
4	J. Hanumiah	Late Carting Contractor.	6332	97 6 9	Mysore District
5	Syed Mohadeen Sab ..	Do ..	3736	4 11 6	Do
6	Abdul Khader Sab ..	Late Contractor ..	1156	30 8 0	Nanjangud
7	B. Muniappa	Do ..	5429	7 12 8	Mysore District
8	Polur Abdul Majid ..	Do ..	41 C.S.B.	149 4 0	Do
9	Do ..	Do ..	6358	118 7 11	Do
10	Karim Sab	Do ..	298	3 14 3	Heggaddevankote

Abstract Notification dated 2nd July 1938.

The attention of the public is invited to the detailed notification dated 2nd July 1938, regarding the auction sale of timber in the following depots published on pages 1121 to 1123, Part VI of the *Mysore Gazette*, dated 7th July 1938.

Name of Depot	Date of sale	Kind and particulars of timber			Remarks
Mysore Wood Yard	25th July 1938	Teak logs	20,000	C.ft.	More or less.
		Honne logs	2,500	,,	
		Nandi logs	340	,,	
		Yethiga logs	400	,,	
		Bite logs.	*No.*	*C.ft.*	
		Below 4′ in girth	77	795	
		4′ to 4′—11″	105	1,799	
		5′ to 5′—11″	50	1,271	
		6′ to 6′—11″	19	659	
		7′ to 7′—11″	9	375	
		8′ to 8′—11″	1	41	
		Total	261	4,940	
		Teak sizes	1,890	C.ft.	
		Beete sizes	38	,,	
		Honne sizes	32	,,	
		Teak reepers	482	R.ft.	
Mysore Wood Yard near Mysore South Railway Station.	26th July 1938	Mathi logs	6,000	C.ft.	

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF TIMBER AND SAWN MATERIAL.

Notification dated 22nd June 1938.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Shimoga Division, or any other Officer deputed by him on the date noted against each depot.

Name of coupe	Kind	Quantity		Place of sale	Date of sale
		No.	C.ft.		
Ripponpet Range.					
Mugudthi fuel coupe	Jungle wood	41	251	Range Office, Arasalu.	30th July 1938 at 2 P.M.
Kumadvathi 32-33	Matti	17	216	Do	Do
	Honne	9	152	Do	Do
	Nandi	23	408	Do	Do
Hosahalli District Forest	Matti	5	73	Do	Do
Bandihadlu District Forest	Honne	1	12	Do	Do
	Matti	3	85	Do	Do
Sulkod District Forest	Matti	6	126	Do	Do
Adinasara District Forest	Matti	5	77	Do	Do
Huligadde District Forest	Matti	4	48	Do	Do
Barvi Reserve	Matti	2	6	Do	Do
Harohitlu 34-35	Matti	5	76	Do	Do
	Total	121	1,530		

N.B.—The quantities noted are approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In case of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price, as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of the notice of confirmation of the sale, whichever is later. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed, for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed, as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments from the date of their falling due up to the date of payment at 6¼ per cent per annum.

P. KRISHNASWAMI RAO,
District Forest Officer.

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